

ADCC SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this “**Agreement**”), made as of the 13th day of September, 2022 (the “**Effective Date**”), by and between CHABAD OF SILVER SPRING, a Maryland nonstock corporation, having an address of 519 Lamberton Drive, Silver Spring, MD 20902 (“**Sublandlord**” or “**Chabad**”), and HOLY CROSS HEALTH, INC., a Maryland nonstock corporation, d/b/a Holy Cross Hospital, having an address of 1500 Forest Glen Road, Silver Spring, MD 20910 (“**Subtenant**” or “**Holy Cross**”).

WITNESSETH:

WHEREAS, Holy Cross and Montgomery County, Maryland (“**Prime Landlord**” or “**Montgomery County**”) are the current parties in interest in and to that certain Lease Agreement dated May 12, 1999 (the “**Prime Lease**”), with respect to the premises described therein as the Forest Grove Elementary School, 9805 Dameron Drive, Silver Spring, Maryland (as more particularly described in the Lease, including without limitation on Exhibit A thereto, the “**Prime Lease Premises**”);

WHEREAS, contemporaneously herewith, Holy Cross is transferring and assigning to Chabad, and Chabad is assuming, all right, title, interest, and obligations of Holy Cross in, to, and under the Prime Lease, in accordance with the terms and provisions of that certain Lease Assignment and Assumption Agreement dated as of the Effective Date by and between Chabad and Holy Cross, and agreed to by Montgomery County;

WHEREAS, Holy Cross, as sublandlord, and Montgomery Child Care Association, Montgomery Child Care Kensington/Forest Glen (“**MCCA**”), as subtenant, are parties to that certain Lease Agreement dated as of November 2, 2007, as amended by that certain First Amendment thereto dated March 5, 2010; that certain Second Amendment thereto dated June 15, 2012; that certain Third Amendment thereto dated October 9, 2014; and that certain Fourth Amendment thereto dated June 20, 2019 (collectively, the “**MCCA Sublease**”), and, contemporaneously herewith, Holy Cross is transferring and assigning to Chabad, and Chabad is assuming, all of Holy Cross’s right, title, interest, and obligations, as sublandlord, in, to, and under the MCCA Sublease;

WHEREAS, Holy Cross, among other activities it conducts at the Prime Lease Premises, operates its Adult Day Care Center, together with certain other services including support groups and bereavement groups, to serve community needs (collectively, the “**ADCC**”) in a designated portion of the Prime Lease Premises, including without limitation those rooms located in the Prime Lease Premises and now designated as Rooms 5, 7, 9, 14, and 16, all as more specifically depicted

in yellow on Exhibit A attached hereto and incorporated by reference herein (collectively, the “**Subleased Premises**” or the “**ADCC Premises**”); and

WHEREAS, Chabad and Holy Cross have agreed that Holy Cross shall be permitted to continue to operate its ADCC in the ADCC Premises subject to and in accordance with all of the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Sublease Term

(a) Chabad hereby subleases to Holy Cross, and Holy Cross hires from Chabad, the ADCC Premises for a term which commences as of the Effective Date (the “**Commencement Date**”) and expires on May 31, 2024 (the “**Expiration Date**”).

(b) The sublease of the ADCC Premises shall include the non-exclusive right to utilize the lobby and other common areas of the Prime Lease Premises, including the parking and other appurtenant areas servicing the Prime Lease Premises, together with others entitled to the use thereof.

(c) Holy Cross shall have the right to terminate this Agreement, without cost or penalty, at any time after the Commencement Date by providing at least thirty (30) days’ prior written notice to Chabad.

2. Rent

(a) During the term of this Agreement, Holy Cross shall pay Chabad the sum of Fifty-Eight Thousand One Hundred Forty-One and 44/100 Dollars (\$58,141.44) per annum (prorated for any partial year), payable in equal monthly installments of Four Thousand Eight Hundred Forty-Five and 12/100 Dollars (\$4,845.12), in advance.

(b) Holy Cross also shall pay to Chabad, as additional rent during the term of this Agreement, an amount (the “**DCC Reimbursement Amount**”) that shall be equal to the amount of the “Day Care Credit” under and as defined in the MCAA Sublease to which MCAA may be entitled each month in accordance with the provisions of the MCAA Sublease. Chabad shall provide a written notice each month to Holy Cross of the applicable DCC Reimbursement Amount due from Holy Cross, and Holy Cross shall pay said DCC Reimbursement Amount within thirty (30) days of receipt of said written notice.

3. Use of ADCC Premises and Prime Lease Premises

(a) The ADCC Premises may be used by Holy Cross under this Agreement for the operation of its ADCC, general office purposes related thereto, and uses incidental and ancillary thereto (the “**Intended Use**”). Chabad shall deliver the Premises to Holy Cross in its

“AS-IS” condition as of the Effective Date.

(b) Holy Cross shall primarily conduct operations at the ADCC Premises during the hours of 8 a.m. to 6 p.m. daily, but may conduct activities or otherwise require access to the ADCC Premises at other times, and Chabad shall cooperate reasonably in providing such access and agrees that the ADCC Premises will be available to Holy Cross, for Holy Cross’s exclusive use, twenty-four hours a day, seven days a week, 365 days per year.

(c) Chabad shall not use the ADCC Premises or any of the equipment and furnishings belonging to Holy Cross, its successors and/or assigns, at any time or for any reason. Holy Cross will use its own employees for all its activities at the ADCC Premises. Chabad’s relationship with Holy Cross under this Agreement shall be that of sublandlord and tenant only. Chabad’s employees and agents shall not be deemed employees or agents of Holy Cross. Holy Cross’s employees and agents shall not be deemed employees or agents of Chabad. Neither party shall be liable for performance, including payment of money, under any contract or lease (including without limitation oral and written employment contracts) of the other.

(d) Chabad will display Holy Cross’s name in and about the Prime Lease Premises separately and distinctly from Chabad’s name, in such a manner as to be clear that they are distinct and separate entities.

(e) If Holy Cross generates medical waste in the ADCC Premises, then Holy Cross, at its sole cost and expense, shall be responsible for the management, handling and transportation of such medical waste from the ADCC Premises to the point of disposal in compliance with all applicable laws.

4. Prime Lease

(a) The terms, covenants, conditions, and provisions in the Prime Lease (including without limitation the remedies provided thereunder) are incorporated herein by reference, and shall, as between Chabad and Holy Cross, constitute the terms, covenants, conditions, and provisions of this Agreement, except to the extent that they are inapplicable to, inconsistent with, or modified by the provisions of this Agreement. The parties agree to observe and perform the terms, covenants, conditions and provisions on their respective parts to be observed and performed hereunder, including without limitation those terms, covenants, conditions, and provisions of the Prime Lease which are incorporated herein, except that, for such purposes, Chabad shall be deemed the landlord under the Prime Lease for such purposes and Holy Cross shall be deemed the tenant of the ADCC Premises for such purposes. As between Chabad and Holy Cross, the terms and conditions of this Agreement shall be controlling whenever the terms and conditions of the Prime Lease are contradictory to or inconsistent with the terms and conditions hereof. Notwithstanding anything herein to the contrary, the terms, covenants and conditions of the following Sections of the Prime Lease are expressly inapplicable to this Agreement: Sections 2, 4, 6, 10, 12, 13, 14, 19, 28, 33, 34, 35, 36, and 37.

(b) Chabad and Holy Cross acknowledge and confirm that no consent or approval is required with respect to this Agreement or the terms and provisions hereof, other than the consent and approval of Montgomery County.

(c) Chabad agrees to promptly give Holy Cross copies of (i) all default notices and (ii) any other notices received from the Prime Landlord which relate to matters which may have an effect on Holy Cross's rights or obligations under this Agreement. In addition, upon request of Holy Cross, Chabad agrees to provide to Holy Cross evidence that the rent under the Prime Lease is being paid by Chabad. Holy Cross agrees to promptly deliver to Chabad copies of all notices received by Holy Cross from the Prime Landlord and copies of all notices served by Holy Cross upon Prime Landlord.

(d) Chabad grants to Holy Cross the right to receive all of the services and benefits with respect to the ADCC Premises that are to be provided by Prime Landlord to Chabad under the Prime Lease. Chabad agrees to use all due diligence and commercially reasonable efforts to cause the Prime Landlord to perform its obligations under the Prime Lease. Notwithstanding the foregoing, in the event of any default or failure of performance by Prime Landlord, Chabad agrees that it will make demand upon Prime Landlord to perform its obligation under the Prime Lease, and that Chabad will take appropriate legal action against Prime Landlord to enforce the Prime Lease. In addition, Chabad expressly grants to Holy Cross the right to exercise all of rights and remedies of Chabad under the Prime Lease to enforce against the Prime Landlord the full compliance by the Prime Landlord of all its obligations thereunder, and Chabad agrees to use all due diligence and commercially reasonable efforts to assist Holy Cross in the enforcement thereof. Chabad shall remain obligated to the Prime Landlord for the performance of all obligations of the "tenant" under the Prime Lease.

(e) Chabad represents and warrants that it will not (i) amend or modify any term or provision of the Prime Lease that will affect the rights or obligations of Holy Cross under this Agreement without Holy Cross's prior written consent; (ii) voluntarily terminate the Prime Lease, surrender the Prime Lease Premises, or waive any obligation of Prime Landlord without Holy Cross's prior written consent; or (iii) allow the Prime Lease to be subordinated without a non-disturbance agreement satisfactory to Holy Cross. Within fifteen (15) days following Holy Cross's delivery to Chabad of demand therefor, Chabad shall reimburse Holy Cross for the costs and expenses incurred by Holy Cross in connection with any non-disturbance agreement or estoppel certificate requested of Holy Cross, failing which Holy Cross may set-off such amounts from rents next coming due until such costs are recouped in full by Holy Cross.

(f) Notwithstanding anything in this Agreement to the contrary, in any case under the Prime Lease where Chabad is or would be entitled to cure the default of Prime Landlord, or to an abatement, set off, reduction or deduction of fixed rent or additional rent, or to payment of any sum "under protest," Holy Cross shall be entitled hereunder, in the same circumstances, to a corresponding right to cure or to a set off, reduction, deduction or abatement of fixed rent or additional rent, or payment under protest, in the same amount.

(g) Chabad agrees that, upon the written request of Holy Cross, Chabad shall promptly apply to the Prime Landlord for the consent or approval of the Prime Landlord whenever such consent or approval is required under the Prime Lease for the acts contemplated by Holy Cross. Holy Cross may, at its election, deliver a copy of any such requests for consent or approval directly to both Chabad and Prime Landlord; provided, however, that any such delivery by Holy Cross will not relieve Chabad of its obligation to seek such consent or approval from Prime Landlord as provided herein. In the event the consent or approval of Prime Landlord is obtained, then Chabad will also be deemed to have given consent or approval thereto. In the case under the Prime Lease where Chabad's consent is requested by Prime Landlord for any act or omission by Prime Landlord, Chabad will not consent thereto without first obtaining Holy Cross's written consent, which consent shall not be unreasonably withheld or delayed, and Chabad will consent thereto if requested to do so by Holy Cross.

(h) Chabad covenants and agrees that Chabad, and its agents, contractors, subtenants, licensees, concessionaires and invitees, will not do or permit anything to be done that would violate or breach any of the terms, covenants, or conditions of the Prime Lease or cause the Prime Lease to be terminated or forfeited.

(i) Chabad hereby represents to Holy Cross that the term of this Agreement expires prior to or coterminous with the term of the Prime Lease, and that this Agreement will not be deemed or construed as an assignment, as opposed to a sublease, of all or any portion of the Prime Lease Premises or the ADCC Premises.

(j) Chabad shall obtain, on behalf of Holy Cross, the Prime Landlord's consent to this Agreement.

(k) Chabad shall timely perform its covenants and obligations under the Prime Lease including, without limitation, payment, when due, of all rent and other charges under the Prime Lease.

5. Quiet Enjoyment

Holy Cross shall peaceably and quietly hold and enjoy the ADCC Premises, including possession thereof, for the entire term of this Agreement without hindrance, disruption, disturbance, or molestation from Chabad, its agents and employees, and all other persons claiming by, through or under Chabad.

6. Additional Requirements

(a) **ADCC Specific Requirements.** Chabad and Holy Cross (1) acknowledge and confirm that Holy Cross must satisfy and comply with applicable rules and regulations for the operation of its ADCC, including without limitation the provision of specific restroom facilities and other amenities, and (2) agree to cooperate reasonably and in good faith to ensure compliance with all such applicable rules and regulations. Chabad and Holy Cross confirm and agree, in

particular but without limitation, upon the following in connection with the operation of the ADCC in the ADCC Premises:

(i) **Signage.** Chabad shall provide and maintain exterior and interior signage at the Prime Lease Premises, reasonably acceptable in content and location to Holy Cross, identifying the presence of the ADCC at and within the Prime Lease Premises.

(ii) **Front Entrance Access for Drop-Off and Pick-Up of ADCC Participants.** Chabad shall provide reasonable access for Metro Access vehicles and private vehicles to the current front entrance of the Prime Lease Premises to facilitate the drop-off and pick-up of ADCC participants and shall use reasonable efforts to minimize interference between its operations and these drop-offs and pick-ups.

(iii) **Parking for ADCC Employees.** Chabad shall provide three reserved parking spaces at the Prime Lease Premises for Holy Cross employees working at ADCC.

(iv) **Security for Prime Lease Premises.** Chabad and Holy Cross acknowledge that Chabad may request permission from Montgomery County to lock the front door and other entrances of the Prime Lease Premises for security purposes. Chabad and Holy Cross agree that Chabad shall provide (a) reasonable access to the front entrance of the Prime Lease Premises for Holy Cross employees working at, and for participants in, the ADCC and (b) a substitute announcement system for the arrival of ADCC participants (in the event that the current doorbell to the Prime Lease Premises is removed), so as not to interfere with the operation of the ADCC.

(v) **Restroom Requirements.** Holy Cross shall continue to have access, as needed, to (a) two women's restrooms with multiple stalls and two men's rest rooms with multiple stalls; (b) the individual bathroom with accessible shower; and (c) the women's rest room with a combo washer/dryer, all of which facilities are currently being used by ADCC in its operations. If Chabad wishes to relocate either the required accessible shower or the combo washer/dryer, Holy Cross shall reasonably cooperate with such relocation to a location reasonably acceptable to Holy Cross and in compliance with all rules and regulations applicable to the ADCC.

(vi) **Drinking Water Requirement.** The ADCC requires access to a source of drinking water, and that access is located, as of the Effective Date, in the main kitchen of the Prime Lease Premises. Chabad and Holy Cross confirm and agree that such drinking water source either shall remain in its current location or shall be moved to a location reasonably acceptable to Holy Cross and in compliance with all rules and regulations applicable to the ADCC.

(vii) **Internet and Telephone Access Requirement.** Chabad and Holy Cross confirm and agree that Holy Cross shall continue to require access, after the Commencement Date, to its equipment and cabling for maintaining its secured wireless access, internet service, telephone service, and other technical services (collectively, the "IT Services") at and for the ADCC Premises. Chabad and Holy Cross additionally confirm and agree (1) that the current

location of Holy Cross's equipment for its IT Services is the "IT Closet" located in the now designated Room 13 of the Prime Lease Premises; (2) that the IT Closet shall remain intact after the Commencement Date and shall be deemed for all purposes to be part of the ADCC Subleased Premises; (3) that employees and contractors of Holy Cross shall have reasonable access to the IT Closet and such other portions of the Prime Lease Premises as may be necessary for the purposes of maintaining or repairing the IT Closet and the IT Services; and (4) that the IT Closet shall remain locked, subject to Chabad's right to enter the IT Closet, after providing reasonable advance written notice to Holy Cross, if reasonably required to protect the Prime Lease Premises.

(viii) **Utility Services and HVAC to ADCC Premises.** Chabad shall furnish, at its sole cost and expenses, electric service, water and sewer service, gas service, and any other required utility service to the Prime Lease Premises, and, where applicable, the ADCC Premises, and, in particular, shall provide appropriate running water for the restrooms utilized by ADCC and its participants. All heating, ventilation, and air conditioning unit or units serving the ADCC Premises and the common areas of the Prime Lease Premises shall at all times be operational so as to meet Holy Cross's requirements. Chabad shall be liable for any damage or inconvenience caused by the installation, use or interruption of use of water, sewer, electricity, air conditioning, heating, plumbing, janitorial service or parking caused by Chabad, its agents, employees and contractors. Chabad shall restore any utility service which is interrupted, regardless of cause, as quickly as possible. If any utility service is not restored within three (3) days, rent shall be abated until such utility is restored to the ADCC Premises. If any utility is interrupted for more than fifteen (15) days, then, in addition to Holy Cross's rights and remedies at law, in equity, and under this Lease, Holy Cross shall have the right to terminate this Agreement.

(ix) **Janitorial Service.** Holy Cross shall provide ordinary and customary janitorial services, including trash removal, for and with respect to the ADCC Premises and the restrooms utilized by ADCC and its participants, and Chabad shall provide reasonable access to the ADCC Premises and these restrooms to employees and contractors of Holy Cross for the provisions of such janitorial services.

(x) **Maintenance and Repair.** Chabad, at its sole cost and expense, shall furnish, supply, and maintain in good order and repair the common areas and facilities in, on, and about the Prime Lease Premises, including without limitation pest control, snow removal, and the maintenance of the parking lot.

(b) **No Referrals.** The parties acknowledge and agree that the amount of rent hereunder is consistent with fair market value; has not been determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties; does not involve payment for referrals for medical services; and would be commercially reasonable irrespective of whether any referrals are ever made between the parties. No payment is made under this Agreement in return for the referral of patients or in return for the ordering, purchasing, or leasing of products or services from Chabad or Holy Cross.

(c) **Chabad Disclosure.** Chabad hereby represents and warrants to Holy Cross that no physician or immediate family member of a physician has an ownership interest in Chabad,

as such terms are defined, from time to time, by the physician self-referral law commonly referred to as the "Stark Law." Within ten (10) days following any occurrence that causes Chabad's disclosure to become inaccurate, Chabad shall provide to Holy Cross notice of such change.

(d) **Privacy Requirements.** Any entry of the ADCC Premises by Chabad shall be subject to the following: Holy Cross is subject to privacy requirements under the Health Insurance and Portability and Accountability Act ("HIPAA") and other laws and regulations. Chabad and its contractors shall abide by such privacy requirements and shall execute documents regarding privacy requirements and confidentiality if so requested by Holy Cross. Except as otherwise required in the case of emergency or otherwise in accordance with the terms of this Agreement, Chabad agrees for the benefit of Holy Cross (i) to refrain from entering the ADCC Premises when patients are being examined; (ii) to enter the ADCC Premises only when Chabad is accompanied by a Holy Cross representative; (iii) to indemnify Holy Cross for claims of patients due to acts or omissions of Chabad; and (iv) as to the portion of the ADCC Premises housing Protected Health Information ("PHI") as defined by HIPAA, to establish a protocol to limit Chabad access only to those Chabad parties who sign-in or are otherwise identified or preapproved by Holy Cross.

(e) **No Smoking.** Chabad shall not permit smoking inside or outside of the Prime Lease Premises.

(f) **Holy Cross's Status.** Holy Cross may terminate this Agreement immediately if termination is necessary in the good faith belief of Holy Cross in order to (i) preserve the tax-exempt status of Holy Cross; (ii) preserve Holy Cross's ability to receive or retain the proceeds of tax exempt bonds; (iii) preserve Holy Cross's ability to participate or receive reimbursement under the Medicare, Medicaid, or other insurance or managed care program; (iv) preserve Holy Cross's licensure or accreditation; (v) prevent exposing the Holy Cross to civil or criminal penalties; or (vi) permit Holy Cross to comply with applicable state or federal laws and regulations.

(g) **Condition of Premises.** Chabad shall maintain and operate the Prime Lease Premises and common areas in good condition and repair, and in compliance with applicable federal, state, and local laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, including, without limitation, building, health, life safety, and fire codes. Upon request by Holy Cross, Chabad shall provide copies of testing, reporting, tracking, surveys, inspections, investigations, and notices produced in connection with such compliance. Holy Cross shall have the right, but not the obligation, in its sole discretion, to assist Chabad with such repair, maintenance, and compliance, in which event Chabad will pay to Holy Cross the cost thereof within ten (10) days following Holy Cross's delivery to Chabad of an invoice therefor accompanied by commercially reasonable backup information.

(h) **Confidentiality.** Except as otherwise required by law or as provided in this Agreement, during the term of this Agreement and thereafter Chabad shall, and shall cause its respective directors, officers, managers, members, employees, contractors, and agents to, hold

Confidential Information (as defined below) in strictest confidence and in accordance with state and federal law. Chabad shall refrain from using, for its own benefit or disclosing to third parties, any and all communications, actions, information, knowledge, or data regarding the business operations of Holy Cross which is not generally known to the public or generally known within the health care industry, including, but not limited to, information relating to patient medical records, financial affairs, services, patients, clinical practice protocols, quality assurance mechanisms, employees, employees' compensation, accounting, marketing, trade secrets and other proprietary information, proposed or actual business plans or operations, and parties with whom the Holy Cross has a business relationship ("**Confidential Information**"). This obligation of confidentiality shall survive the termination or expiration of this Agreement. Upon termination of this Agreement, Chabad shall: (i) within ten (10) days of termination, promptly return to Holy Cross or, at Holy Cross's direction, promptly destroy all Confidential Information (other than patient medical records), including all copies of documents, notes, or materials made by Chabad or at its direction; (ii) certify in writing to Holy Cross that it has so complied; and (iii) not use Confidential Information or transact business in a manner in any way based upon or utilizing Confidential Information.

7. Insurance

(a) Holy Cross shall purchase and maintain in force, at its own cost and expense, at all times during the term of this Agreement:

(i) a policy or policies of insurance with coverage at least as broad as ISO Special Form Coverage insuring risks of physical loss or damage (commonly known as "all risk") to all property and fixtures in the ADCC Premises owned by Holy Cross, to the extent of one hundred percent (100%) of the insurable full replacement value thereof, against fire and casualties, including extended coverage insurance;

(ii) a policy or policies of commercial general liability insurance, covering bodily, personal injury, and property damage, written on an occurrence basis, or, if written on a "claims made" basis, then "tail" will be required for a period of not less than three (3) years (or such longer period as may be required to cover the duration of the statute of limitations for the applicable claim(s)) to cover any liability resulting during the term of this Agreement, with respect to the ADCC Premises and the business operated therein by Holy Cross, including insurance against assumed or contractual liability, with limits for liability of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate;

(iii) workers compensation insurance in amounts required in accordance with applicable laws within the State where work is being performed;

(iv) automobile liability insurance covering use of all owned, non-owned, leased and hired automobiles in a minimum amount of One Million Dollars (\$1,000,000) combined single limit per accident (and in the aggregate) for bodily injury and property damage;

and

(v) Holy Cross's insurance carrier shall endeavor to provide for not less than thirty (30) days' written notification to Chabad prior to termination, cancellation, or material change to any such policies. Certificates of Holy Cross's insurance shall be provided to Chabad promptly following the Effective Date. In addition, Holy Cross shall provide to Chabad Certificates of Holy Cross's insurance (A) on each anniversary of the Effective Date, and (B) ten (10) days prior to the expiration of each of such policies.

(b) Chabad shall purchase and maintain in force, at its own cost and expense at all times during the term of this Agreement, all insurance coverages as may be required by the Prime Lease and the following:

(i) a policy or policies of insurance with coverage at least as broad as ISO Special Form Coverage insuring risks of physical loss or damage (commonly known as "all risk") to all property and fixtures in the Prime Lease Premises, to the extent of one hundred percent (100%) of the insurable full replacement value thereof, including extended coverage insurance;

(ii) a policy or policies of commercial general liability insurance, covering bodily, personal injury, and property damage, written on an occurrence basis, or, if written on a "claims made" basis, then "tail" will be required for a period of not less than three (3) years (or such longer period as may be required to cover the duration of the statute of limitations for the applicable claim(s)) to cover any liability resulting during the term of this Agreement, in either case with respect to the Prime Lease Premises, including insurance against assumed or contractual liability, with limits for liability of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate;

(iii) workers compensation insurance in amounts required in accordance with applicable laws within the State where work is being performed;

(iv) automobile liability insurance covering use of all owned, non-owned, leased and hired automobiles in a minimum amount of One Million Dollars (\$1,000,000) combined single limit per accident (and in the aggregate) for bodily injury and property damage; and

(v) All Chabad required insurance shall be written by an insurance company or companies admitted and licensed to do business in the State where the ADCC Premises are located, with an AM Best rating of A- or higher. Chabad's insurance carrier shall endeavor to provide for not less than thirty (30) days' written notification to Holy Cross prior to termination, cancellation, or material change to any such policies. Certificates of Chabad's insurance shall be provided to Holy Cross promptly following the Effective Date. In addition, Chabad shall provide to Holy Cross Certificates of Chabad's insurance (A) on each anniversary of the Effective Date, and (B) ten (10) days prior to the expiration of each of such policies.

(c) Holy Cross will cause Chabad and the Prime Landlord to be added as additional insureds on Holy Cross's commercial general liability insurance policy or policies with respect to this Agreement. Chabad will cause Holy Cross to be added as additional insured on Chabad's commercial general liability insurance policy or policies required under this Agreement or under the Prime Lease with respect to this Agreement.

(d) The amounts of insurance required to be carried by each party under this Agreement shall not be deemed or construed to so limit the liability of such party.

8. Waiver of Subrogation

Chabad and Holy Cross hereby waive their rights of recovery against each other for any loss, damage or injury resulting from insured perils to person or property under policies carried or required to be carried hereunder by such party, occurring in, on and around the ADCC Premises, Prime Lease Premises, and the common areas, excluding workers compensation and professional liability coverage, if any. Chabad and Holy Cross shall give written notice to their insurers of this mutual waiver of subrogation and obtain endorsements to their respective policies of insurance evidencing that the insurers waive subrogation in furtherance of this provision and said endorsements shall be provided to the opposite party.

9. Indemnities

(a) **Indemnification by Holy Cross.** Holy Cross shall indemnify, defend, protect, and hold harmless Chabad and all of its affiliates, employees, agents, directors, officers, successors and assigns, from and against any and all losses, liability, claims, suits, proceedings, damages, claims and allegations of any kind brought by any third party, including without limitation reasonable attorneys' fees, costs and expenses, arising out of Holy Cross's (including Holy Cross's ministries, entities, affiliates, employees, servants, agents, directors, officers, successors and assigns) (i) failure to comply with the terms or conditions of this Agreement; (ii) negligence or willful misconduct in performing under or in any way connected with this Agreement; or (iii) use of the ADCC Premises, except those which shall result, in whole or in part, directly or indirectly, from the default or negligence of Chabad, its agents, employees, successors or assigns.

(b) **Indemnification by Chabad.** Chabad shall indemnify, defend, protect, and hold harmless Holy Cross and all of its ministries, entities, affiliates, employees, agents, directors, officers, successors and assigns, from and against any and all losses, liability, claims, suits, proceedings, damages, claims and allegations of any kind brought by any third party, including without limitation reasonable attorneys' fees, costs and expenses, arising out of Chabad's (including Chabad's affiliates, employees, servants, agents, directors, officers, successors and assigns) (i) failure to comply with the terms or conditions of this Agreement; (ii) negligence or willful misconduct in performing under or in any way connected with this Agreement; or (iii) use of the Prime Lease Premises, except those which shall result, in whole or in part, directly or indirectly, from the default or negligence of Holy Cross, its ministries, entities, agents, employees, successors or assigns.

(c) **Where Both Parties Have Responsibility.** If both parties have an obligation to the other under the foregoing provisions, tort comparative fault principles shall be applied to allocate payment between the parties.

(d) **Notifications Regarding Indemnities.** Both Chabad and Holy Cross agree to give the other party notice of any claim or liability which may give rise to indemnification under this Section, and do so within a commercially reasonable time following such party's receipt of notice of intent or notice of claim.

(e) **Survival.** The terms of each of the insurance, waiver of subrogation, coverage requirements, and indemnification provisions of this Agreement shall survive the termination of this Agreement.

10. Assignment and Sublease

Holy Cross will not assign this Agreement or sublet the ADCC Premises, or any part thereof, without obtaining the prior written consent of Chabad and Prime Landlord, which consent will not be unreasonably withheld or delayed. The foregoing notwithstanding, Holy Cross may sublet all or any portion of the ADCC Premises or assign this Agreement to a parent, subsidiary, affiliate or successor by merger or asset purchase, or other such business combination of Holy Cross or its affiliates without Chabad's and Prime Landlord's prior consent. In addition, Holy Cross may, without Chabad's and Prime Landlord's prior consent, enter into arrangements involving the intermittent use of portions of the ADCC Premises pursuant to what are commonly referred to in the health care real estate industry as time share arrangements.

11. Notices

Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced to writing and delivered (a) in person, which such notice shall be deemed delivered upon actual delivery or refusal of delivery thereof; or (b) mailed by certified mail, postage prepaid, return receipt requested, which such notice shall be deemed received three (3) business days following deposit thereof in the U.S. Mail; or (c) overnight, via nationally recognized overnight courier with tracking capabilities, such as UPS or FEDEX, which such notice shall be deemed received on the next business day following deposit with such courier. Such notices to Chabad and Holy Cross shall be sent to their respective addresses set forth in this Agreement, except that, simultaneously with delivery of any notice to Holy Cross, a copy of such notice must also be delivered to Legal Services, c/o Holy Cross Hospital, 1500 Forest Glen Road, Silver Spring, MD 20910. Each party will have the right to designate a different address or a different person, or both, to which or to whom communication will be sent or delivered, by written notice given as provided herein.

12. Successors and Assigns; Survival

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, successors in interest, and assigns. Notwithstanding the

termination of this Agreement, the parties hereto shall carry out any provisions hereof which contemplate performance subsequent to termination. The termination of this Agreement shall not in any way affect any liability or other obligation of the parties which may have accrued prior to the date of termination.

13. Force Majeure

Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any obligation under this Agreement, when and to the extent such failure or delay is caused by any of the following events: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) wars, invasions, hostilities, terrorist threats or acts, riots, or other civil unrest; (iv) governmental authority proclamations, orders, laws, actions, or requests; (v) embargoes or blockades; (vi) epidemics, pandemics, or other national or regional public health states of emergency; (vii) strikes, labor shortages, lockouts, or other industrial disturbances; (viii) shortages of supplies, adequate power, or transportation facilities; or (ix) other similar events beyond the reasonable control of the parties (each, a “**Force Majeure Event**”). The failure of either party to perform its obligations in this Agreement due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the period of such delay. Notwithstanding the foregoing: (i) nothing contained in this subsection of this Agreement shall excuse either party from paying in a timely fashion any payments due under the terms of this Agreement and (ii) no delay in the performance of any obligations shall be excused if caused by applicable laws in effect on the Effective Date or the implementation of same.

14. Counterparts and Signatures

This Agreement may be executed in one or more counterparts by the different parties to this Agreement, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Signatures to this Agreement that are transmitted via facsimile, electronically, or by PDF shall be deemed to constitute original signatures.

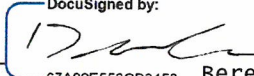
15. Authority

Chabad and Holy Cross each hereby represents to the other that it is an entity duly formed and validly existing and in good standing under the laws of its state of organization and qualified to do business in the state in which the ADCC Premises are located, and that the execution of this Agreement will not result in or constitute a default or event that would be, or with notice or the lapse of time would be, a default, breach, or violation of the organizational instruments governing it or any agreement or any order or decree of any court or other governmental authority to which it is a party or to which it is subject; and that the individuals executing this Agreement on its behalf have the authority to do so.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized representative to execute this Agreement as of the Effective Date.

**CHABAD OF SILVER SPRING,
a Maryland nonstock corporation**

By: 
Name: 67A02E553CB3453... Berel Wolfovsky
Title: Director


**HOLY CROSS HEALTH, INC.,
a Maryland nonstock corporation,
d/b/a Holy Cross Hospital**

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED TO:

Landlord:

MONTGOMERY COUNTY, MARYLAND

By: 
Name: Fariba Kassiri
Title: Deputy Chief Administrative Officer

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized representative to execute this Agreement as of the Effective Date.

CHABAD OF SILVER SPRING,
a Maryland nonstock corporation

By: _____
Name: _____
Title: _____

HOLY CROSS HEALTH, INC.,
a Maryland nonstock corporation,
d/b/a Holy Cross Hospital

By: *Lisa A. Dominguez*
Name: *Lisa A. Dominguez*
Title: *President, HCM*

ACKNOWLEDGED AND AGREED TO:

Landlord:

MONTGOMERY COUNTY, MARYLAND

By: *Fariba Kassiri*
Name: *Fariba Kassiri*
Title: *Deputy Chief Administrative Officer*

Exhibit A

Depiction of ADCC Premises Within Prime Lease Premises

C-1



TH SIDE OF BUILDING

UPPER LEVEL FLOOR PLAN - SOUTH SIDE OF BUILDING



HC
HOLY CROSS HOSPITAL

FOREST GROVE ELEMENTARY SCHOOL

AS BUILT FLOOR PLAN
DATE: July 20, 2017
SCALE: 1/8"=1'-0"

EX.2

FOREST GROVE ELEMENTARY SCHOOL	
AS BUILT FLOOR PLAN	DATE: July 20, 2017
SCALE: 1/8"=1'-0"	BY: